



Chris Swope

Lansing City Clerk

December 11, 2015

City Council President Houghton and Members of the Lansing City Council
10th Floor City Hall
Lansing, MI 48933

Dear President Houghton and Council Members:

Pursuant to Article 8, Chapter 4, Section 8-403.3 of the Lansing City Charter, on December 8, 2015 the Mayor's Office placed on file in my office a Buy and Sell Agreement for Property between the City of Lansing and 2000 Block LLC. for Parking Lot #24 located at 2000 Block of East Michigan Avenue, City of Lansing, Michigan. Under the Charter, a public hearing may be held on this matter on or after January 7, 2016.

This document is available for review at the office of the City Clerk or at <http://www.lansingmi.gov/clerk> under the heading of Documents Placed on File.

Sincerely,

Chris Swope, CMC
Lansing City Clerk

RECEIVED

PURCHASE AGREEMENT
BETWEEN THE CITY OF LANSING AND 15 DEC -8 PM 2:5
2000 BLOCK LLC FOR PARKING LOT #24 LANSING CITY CLERK

1. The 2000 Block, LLC, of 329 South Washington Square, Lansing, Michigan 48933, ("PURCHASER"), offers to buy from the City of Lansing, a Michigan municipal corporation, having its office at the 124 W. Michigan Avenue, in the City of Lansing, State of Michigan 48933 1234 ("SELLER"), the following property located in the City of Lansing, County of Ingham, the land and improvements located in the 2000 Block of EAST Michigan Avenue, in particular Lot 24 as more specifically described on Exhibit A attached (hereinafter "PROPERTY").

2. The sale price ("Purchase Price") is Fifty Thousand and 00/100 Dollars (\$50,000.00).

3. METHOD OF PAYMENT. The Purchase Price, less credits and adjustments, shall be paid at closing in certified funds or by electronic transfer of funds. The sale will be completed upon the receipt of a quit-claim deed.

4. A. SPECIAL ASSESSMENTS, if any, which are or become a lien on the PROPERTY on or before date of Closing of this Agreement will be paid by the SELLER. THERE ARE NO KNOWN SPECIAL ASSESSMENTS.

B. TAXES, if any, will be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of Closing will be paid by SELLER without proration. Taxes which are first billed in the year of Closing will be prorated so that SELLER will pay taxes from the first of the year to Closing Date and PURCHASER will pay taxes for the balance of year, including day of Closing. If any bill for taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted and prorated. THE PROPERTY IS CURRENTLY TAX EXEMPT MUNICIPAL PROPERTY.

C. TRANSFER TAXES. SELLER shall be responsible for paying all transfer fees and taxes on the Quit Claim Deed delivered to PURCHASER, if any. THE SALE OF THIS PROEPRTY IS NOT SUBJECT TO TRANSFER TAXATION.

5. EXPENSES.

A. PURCHASER WILL PAY FOR: recording of deed and/or security instruments, its attorney's opinion and/or services for PURCHASER; ½ of any closing fee charged by the title company, survey, and all inspections it determines to pursue. SELLER shall pay ½ of any closing fee charged by the title company, its attorney's opinion and/or services for SELLER.

B. SELLER shall cause the Title Insurance Company (the "Title Company") to furnish to PURCHASER within ten (10) days of the Effective Date of this Agreement a commitment in the amount of the purchase price in favor of PURCHASER for said policy, without standard exceptions and containing zoning and comprehensive endorsements, and such

other endorsements as may be required by PURCHASER, (collectively the "Endorsements") and shall deliver to PURCHASER copies of all items set forth therein as exceptions to or defects of title to permit PURCHASER to review the state of title to the PROPERTY. At the closing, at PURCHASER'S expense, the title company shall furnish a title insurance policy, without standard exceptions, with the Endorsements to PURCHASER, on an ALTA owners policy form acceptable to PURCHASER in the amount of the purchase price, insuring the PURCHASER is vested with good, fee simple, marketable and insurable title to the PROPERTY, subject only to such items and exceptions as PURCHASER has waived in its sole discretion. All standard exceptions to coverage shall be deleted by the title company. PURCHASER shall have the right to require such additional exclusions and such additional endorsements to the title policy as PURCHASER'S counsel may reasonably require, at PURCHASER'S expense. The ability of the title company to issue the title policy shall be a condition to PURCHASER'S obligation to close this transaction.

6. TITLE. At Closing, SELLER will convey to PURCHASER fee simple, marketable title to the PROPERTY by quit-claim deed, free and clear of all liens, defects and encumbrances (not waived by PURCHASER), together with such additional assignments as may be necessary to convey the PROPERTY as defined herein. In the event that the PURCHASER or its counsel shall have any objections to any matter stated in the title commitment or survey, PURCHASER, shall deliver written notice to SELLER specifying the item or items to which PURCHASER objects. SELLER agrees to use its best efforts to affect the cure of any items to which PURCHASER objects, and agrees not to create or suffer to be created any new defects or encumbrances against the PROPERTY during the term of this Agreement. SELLER shall have a period of thirty (30) days following receipt of notice of objection to the state of title or survey in which to notify PURCHASER in writing of SELLER'S inability to affect a cure of the matter to which PURCHASER objects.

7. CLOSING DATE. "Closing Date" shall be within thirty (30) days of final approval of Lansing City Council of this Agreement, the vacation of a portion of the alley that abuts the Property, and Purchaser's receipt of all requested "Brownfield" approvals.

Each Party shall execute and deliver all customary affidavits, corporate resolutions authorizing the Closing and Sale of the PROPERTY and Closing documents which are necessary or incidental to accomplish the Closing and deliver the Title Policy in the condition required by this Agreement.

8. POSSESSION. The SELLER will deliver and the PURCHASER will accept possession of the PROPERTY at Closing.

9. PURCHASER acknowledges it is purchasing the PROPERTY and is accepting it in its "AS IS, WHERE IS" condition, based upon its own inspection as to the PROPERTY, without representation or warranty on the part of SELLER, except as specifically set forth herein.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

SELLER represents and warrants to, and covenants with, PURCHASER the following as

of the Effective Date, which representations, warranties, and covenants shall remain true as of the Closing Date, subject to changes arising in the ordinary course of business or permitted under this Agreement, provided that PURCHASER shall be notified of the same, and shall survive the consummation of the Purchase:

- A. SELLER is the fee title owner of the PROPERTY.
- B. There are no unrecorded or undisclosed legal or equitable interests in the PROPERTY owned or claimed by any party other than SELLER;
- C. There is no assessment presently outstanding or unpaid for local improvements or otherwise which has or may become a lien against the PROPERTY. Further, SELLER knows of no proposed assessments or any public improvements affecting the PROPERTY which have been ordered to be made and/or which have not been completed, assessed, and paid for as of the Effective Date;
- D. SELLER has received no notice of, and has no knowledge of, any existing or threatened condemnation, eminent domain proceeding, or any action of a similar kind or any change, redefinition, or other modification of the zoning classification which would affect the PROPERTY;
- E. There is no Lease, occupancy agreement/option to lease, or any right whatsoever in any party to occupy the PROPERTY, or any part of the PROPERTY;
- F. There are no existing violations of any law, building code, zoning ordinance, license, or building rule or regulation affecting the PROPERTY in any material respect and (ii) the PROPERTY is in compliance with all zoning ordinances, parking requirements, side front and back yard requirements, and height restrictions, or has obtained waivers or variances with respect to such ordinances, requirements, or restrictions;
- G. There are no contracts for any services or employment or other commitments or obligations;
- H. While SELLER owned or operated the PROPERTY, the PROPERTY was not used for the purpose of the disposal of, refining, generating, manufacturing, producing, storing, handling, treating, transferring, releasing, processing, or transporting any hazardous or toxic waste or substance, as such terms are defined in the Resource Conservation and Recovery Act of 1976, 42 USC 6901, et seq., as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, et seq., as amended, the Superfund Amendments and Reauthorization Act, Public Law 99-499, or the Michigan Natural Resources and Environmental Protection Act (MCL 324.20101 et seq.), including, but not limited to, mono- and poly-chlorinated biphenyls, asbestos-containing materials and petroleum and petroleum products and SELLER'S constituents; and (ii) no such materials are located on the PROPERTY. Notwithstanding anything herein to the contrary, the Property has been used as a parking lot for over fifty (50) years and it is expected that it contains all contaminants ordinarily found on property used for parking;

I. SELLER is not currently a party to any proceedings under any applicable bankruptcy, reorganization, insolvency, or similar laws;

J. At or prior to the Closing, SELLER shall promptly notify PURCHASER of any material change in any condition which comes to SELLER'S attention with respect to the PROPERTY or of any event or circumstance which makes any representation or warranty to PURCHASER under this Agreement untrue or misleading, or any covenant of SELLER under this Agreement incapable or less likely of being performed;

K. The PROPERTY is free and clear of all liens, pledges, encumbrances and security agreements except those which are to be assumed under this Agreement and there are no outstanding debts or liabilities which are known, have been claimed, or of which SELLER has received any type of notice outstanding against SELLER or the PROPERTY except those which are currently being incurred in the ordinary course of business and which will be paid at closing;

L. There is no litigation, administrative procedure, or administrative investigation commenced or threatened against the PROPERTY or any party hereto, challenging or seeking to enjoin or interfering with the consummation of the sale as set forth in this Agreement, or seeking to impose any liabilities or obligations on the PURCHASER which have not been specifically disclosed and assumed in writing by the PURCHASER.

M. That the performance of the obligations of the SELLER under this Agreement will not violate any contract, ordinance, judicial or administrative order, or judgment applicable to the SELLER or the PROPERTY.

N. No work in the nature of improvements has been performed or is in process or contemplated at the PROPERTY, and no materials have been or are to be furnished to the PROPERTY which might provide the basis for mechanics' and/or materialmen's liens, construction liens, or other liens against all or any portion of the PROPERTY.

O. SELLER has no knowledge of any latent defects relating to the PROPERTY that have not been disclosed to PURCHASER. Notwithstanding anything herein to the contrary, the Property has been used as a parking lot for over fifty (50) years and it is expected that it contains all contaminants ordinarily found on property used for parking

P. All information furnished to PURCHASER by SELLER in connection with the PROPERTY is complete and correct to the best of SELLER'S knowledge and SELLER has not failed to disclose any information of which it has knowledge which is material to the PROPERTY, the physical condition thereof or PURCHASER'S intended use thereof.

Q. The SELLER shall cooperate with PURCHASER'S efforts to obtain all necessary approvals, permits, financing, Brownfield financing, Brownfield tax credits, CMI Grant funds, MDEQ or other state, county or local grants, incentives or financial assistance, Neighborhood Enterprise Zone financial assistance or other incentives available for PURCHASER'S intended development of the PROPERTY and the adjacent property under its control.

11. PURCHASER'S CONTINGENCIES. This offer and the obligations of PURCHASER hereunder are contingent upon PURCHASER'S receipt, review and approval of the following, in PURCHASER'S reasonable discretion:

- (a) Survey and title work.
- (b) Inspection of the PROPERTY by PURCHASER by a licensed contractor and/or inspector of PURCHASER'S choice.
- (c) SELLER will cooperate with PURCHASER'S efforts to obtain all necessary approvals for its intended use and development of the PROPERTY and its adjacent property from all governmental entities having jurisdiction over the PROPERTY and the PROPERTY being appropriately zoned for its intended use.
- (d) All easements and restrictions.
- (e) Final Lansing City Council action vacating a portion of the alley right-of-way adjacent to the PROPERTY.
- (f) Wetlands and necessary wetlands permit (if any).
- (g) Representations and warranties contained herein are accurate and correct as of the date of closing with the same force and effect as though such representations and warranties have been made on such day.
- (h) PURCHASER'S receipt, at its own cost and expense, of an engineering report or study to its satisfaction that the PROPERTY, including, but without limitation, that its soil condition and drainage is satisfactory.
- (i) Legal description of subject PROPERTY (Exhibit A).
- (j) Lansing City Council has, by ordinance or resolution, approved the sale of the Property.
- (k) PURCHASER'S receipt of all requested Brownfield approvals.
- (l) The cleaning of the catch basins serving the PROPERTY by SELLER (SELLER agrees to clean said catch basins).
- (m) Phase I and if necessary a Phase II Environmental Assessment and a Baseline Environmental Assessment. Results of the Environmental Assessments shall be satisfactory to PURCHASER.

It is agreed that in the event PURCHASER is not satisfied with any one or more of the above in its reasonable discretion or the condition of the PROPERTY or its contemplated use, and PURCHASER does not notify SELLER of the removal of the above contingencies prior to

Closing , then this Agreement shall be null and void and neither party shall have any further liability to the other. If PURCHASER does so notify SELLER of the removal of all of the above contingencies, this sale shall be closed as otherwise set forth herein.

12. ACCESS TO PROPERTY. PURCHASER AND ITS AGENTS AND REPRESENTATIVES shall have the right, during normal business hours and after reasonable advance notice, to enter upon the PROPERTY prior to scheduling closing for the purpose of conducting such inspections, investigations, tests and studies as PURCHASER deems reasonably necessary. PURCHASER shall not make any physical changes to the PROPERTY. If PURCHASER violates its obligations under this Paragraph or in the event of any physical damage to the PROPERTY resulting, directly from the exercise by PURCHASER of its rights under this Paragraph, PURCHASER shall restore the PROPERTY to its condition prior to incurring such damage.

13. DEFAULT. IN THE EVENT OF ANY DEFAULT BY SELLER hereunder, PURCHASER may, in addition to any other remedies that may be available to it at law or equity, elect to enforce the terms of this Agreement. In the event PURCHASER seeks to enforce the terms of this Agreement, PURCHASER shall be entitled to specific performance. In the event of any default by the PURCHASER herein, PURCHASER and SELLER agree that SELLER'S may terminate this Agreement and receive such damages as it may be entitled to as a result of such default.

14. BROKER'S FEE. Neither party has engaged the services of a broker, and hence there are no broker's fees.

15. It is hereby acknowledged that neither PURCHASER, nor its assignee, assumes any responsibility or liability that SELLER may have as a result of the environmental condition of the PROPERTY that may be imposed upon SELLER by any state, federal or local law, rule, regulation or ordinance (including, but without limitation, an requirement to report, assess, investigate, abate and/or remediate the PROPERTY), resulting from a release of petroleum product or hazardous substance (as defined under CERCLA, 42 U.S.C. Section 9601 et seq.) upon the PROPERTY during SELLER'S ownership or operation of the PROPERTY, and SELLER shall be responsible for compliance with any such requirement, if any.

16. In the event that the Environmental Assessments or site investigation, concludes that the site, or any property necessary for PURCHASER'S intended use or development is a facility, as defined by Section 20101.(1)(1) of part 201 of the Michigan Natural Resources and Environmental Protection Act (hereinafter referred to as "NREPA"), 1994, P.A. 451, as amended, then the closing date for this transaction shall be extended by sixty (60) days to, if PURCHASER so elects, prepare and submit to the MDEQ a Baseline Environmental Assessment and Due Care Plan. SELLER hereby grants to PURCHASER'S and/or its environmental consultant an easement and license to come onto the PROPERTY to conduct such investigation, including soil borings, as it determined necessary.

17. NOTICES. All notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given: (i) two (2) days after the date of mailing, if mailed by certified mail, postage prepared return receipt requested, directed to the parties at the addresses set forth below; or (ii) on the date of actual delivery (or refusal) if personally delivered or served upon the party to be given notice hereunder; or (iii) one (1) day after the date of delivery to an overnight courier service with all fees prepaid, directed to the parties at the addresses set forth below; or (iv) upon receipt by the sending party of successful transmission, if sent by facsimile or electronic transmission, to the parties at the facsimile numbers or e-mail addresses set forth below.

To the SELLER: Bob Johnson
Director, Department of Planning and
Neighborhood Development
316 N. Capitol Ave
Lansing, MI 48933
Ph: 517-483-4060
rjohnson@lansingmi.gov

With a copy to:
CITY ATTORNEY
124 W. Michigan Ave., 5th Floor
Lansing, MI 48933

To the PURCHASER:

Scott Gillespie
517-327-8887- phone
scott@thegillespiecompany.com - email

With a copy to:
John Fifarek
Lasky Fifarek, PC
517-267-2226- phone
jlfifarek@laskyfifarek.com - email

18. CONTINUED USE FOR PUBLIC PARKING. It is agreed that at Closing the Property shall become restricted pursuant to a restrictive covenant and or easement whereby, in perpetuity, the PROPERTY shall have 10 parking spaces that will be made available for use by the public. These parking spaces shall be maintained and controlled by the owner of the PROPERTY.

19. INTERPRETATION. This Agreement has been negotiated by the parties and therefore shall be deemed to have been mutually drafted by them. Should any provision of this Agreement

require interpretation, the court or arbitrator interpreting or construing same shall not apply a presumption that the terms shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

20. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the later of the date on which SELLER executes this Agreement. The Effective Date shall be entered in the upper left hand corner of the first page of this Agreement, and shall be initialed and acknowledged by both parties. This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns; PROVIDED, HOWEVER, IT SHALL NOT BE BINDING UPON SELLER UNTIL AND UNLESS THE LANSING CITY COUNCIL BY FINAL ACTION AND RESOLUTION APPROVES THE SALE AND UNTIL AFTER THE OFFER IS EXECUTED BY THE SELLER'S DULY AUTHORIZED OFFICER OR AGENT AND IS DELIVERED TO BUYER.

21. **ACTION BY SELLER.** Seller shall immediately proceed with all action necessary to comply with the laws applicable to the City of Lansing to approve the sale of the PROPERTY and to vacate the Alley.

22. **MISCELLANEOUS.**

- (a) Modifications; Waiver. This Agreement shall not be modified except in writing and signed by all parties whose rights and/or obligations are to be modified.
- (b) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the sale and purchase of the PROPERTY, and it is agreed that any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless reduced to writing and executed by both PURCHASER and SELLER.
- (c) Mutually Drafted. This Agreement has been negotiated by the parties and therefore shall be deemed to have been mutually drafted by them. Should any provision of this Agreement require interpretation, the court or arbitrator interpreting or construing same shall not apply a presumption that the terms shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.
- (d) Applicable Law. This Agreement and the transaction contemplated hereunder shall be construed and interpreted under the laws of State of Michigan.
- (e) Saturdays, Sundays and Holidays. Whenever in this Agreement it is provided that a notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or holiday the date for the notice of performance or payment shall be the next following business day.

- (f) Extensions. The parties herein may extend any deadline by mutual written agreement.
- (g) Acknowledgment of Receipt of Consideration. By execution of this Agreement, the Seller(s) acknowledges the receipt of the sum of One Dollar (\$1.00) as consideration for this Agreement.
- (h) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Any facsimile signature hereon shall be given the same force and effect as an original signature.
- (i) Within ten (10) business days following Closing SELLER, at SELLER's sole cost and expense, shall remove the parking meter heads from the PROPERTY.

The parties have executed this Agreement and effective on the date and year first above written and PURCHASER and SELLER acknowledge receipt of an executed copy of this Agreement.

SELLER:
City of Lansing

By: Virg Bernero
Its: Mayor
Dated: _____, 2015

Approved as to form:

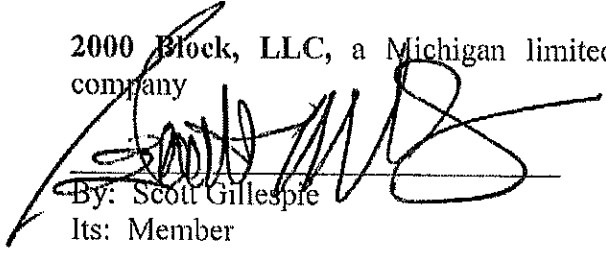
I hereby certify that funds are available
in Account #

City Attorney

City Controller

PURCHASER

2000 Block, LLC, a Michigan limited liability
company



By: Scott Gillespie
Its: Member

Dated: 11-18, 2015

EXHIBIT A

LEGAL DESCRIPTION

Lot 113 through 116 and Lot 125 through 128, of Leslie Park Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded Plat thereof, as recorded in Liber 4, Page(s) 2, Ingham County Records.
